

**IN THE CIRCUIT COURT OF ST. LOUIS CITY
STATE OF MISSOURI
TWENTY-SECOND JUDICIAL CIRCUIT**

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|--------------------------|---|---------------|
| LAUREN JOHNSON-JONES, |) | |
| LAMONT JOHNSON, |) | |
| MARCELLUS GILLESPIE and |) | |
| LADONNA HARPER, |) | |
| |) | |
| Plaintiffs, |) | Case no.: |
| |) | |
| vs. |) | |
| |) | Division No.: |
| HERTZ VEHICLES LLC, |) | |
| Serve: Registered Agent |) | |
| C T Corporation System |) | |
| 120 South Central Avenue |) | |
| Clayton, MO 63105 |) | |
| |) | |
| Defendant. |) | |

PETITION FOR DAMAGES

COME NOW Plaintiffs, Lauren Johnson-Jones, Lamont Johnson, Marcellus Gillespie and Ladonna Harper, by and through their counsel, Kevin A. Sullivan of Sauter Sullivan, LLC and for their Petition for Damages against Defendant Hertz Vehicles LLC, state as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. Plaintiff Lauren Jones-Johnson is an individual and resides in St. Louis, Missouri.
2. Plaintiff Lamont Johnson is an individual and resides in St. Louis, Missouri.
3. Plaintiff Marcellus Gillespie is an individual and resides in the State of Illinois.
4. Plaintiff Ladonna Harper is an individual and resides in St. Louis, Missouri.
5. Defendant Hertz Vehicles LLC, hereinafter ("Hertz") is a duly organized and existing foreign Limited Liability Company which does business in, and maintains offices within, the City of St. Louis.
6. Pursuant to RSMo Section 508.010, venue is proper in the City of St. Louis.
7. On May 20, 2018, Hertz was self-insured for uninsured motorist coverage pursuant to Missouri Law, providing uninsured motorist coverage for their rental vehicles.

EXHIBIT

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8. On May 20, 2018, Lauren Johnson-Jones rented and was operating a 2017 Toyota Camry rental vehicle pursuant to a rental agreement with Hertz.

9. At the above-referenced time and place Hertz was the owner of the 2017 Toyota Camry.

10. At the above-referenced time and place Ms. Johnson-Jones was travelling eastbound on St. Louis Avenue preparing to stop at a stop sign at St. Louis Avenue and Abner Place.

11. At the above-referenced time and place, an unknown vehicle also traveling eastbound, collided with the rear of Ms. Johnson-Jones' vehicle at a high rate of speed, striking the rear of the rental and pushing the rental in to the intersection.

12. At the time of the above-referenced collision, the unknown driver sped off eastbound on St. Louis Avenue, leaving the scene.

13. At the time of the above-referenced collision, Plaintiffs Lamont Johnson, Marcellus Gillespie and Ladonna Harper were passengers in the Hertz rental vehicle.

14. Defendant Hertz's self insured, uninsured motorist coverage is triggered by the collision as the at-fault driver fled the scene.

15. Plaintiffs Lauren Johnson-Jones, Lamont Johnson, Marcellus Gillespie and Ladonna Harper are entitled to uninsured motorist coverage from Hertz pursuant to the agreement with Hertz and under Missouri Law.

16. The unknown motorist was negligent and careless in causing this collision in the following respects:

- a. Failed to keep a careful lookout;

- b. Failed to maintain control of their vehicle;
- c. Failed to stop;
- d. Drove at a speed too fast for the conditions then and there existing; and,
- e. Failed to avoid striking the rear of the Hertz rental vehicle.

17. The above-referenced negligent conduct of the unknown motorist caused the accident which is the subject of this lawsuit.

18. Defendant Hertz has failed and refused to pay out the uninsured motorist benefits to which Plaintiffs are entitled to receive under Missouri Law.

COUNT I – LAUREN JOHNSON-JONES

19. As and for Paragraph 19 of Count I of Plaintiffs' Petition against Defendant Hertz, Plaintiff Lauren Johnson-Jones incorporates by reference, as if the same were fully set forth herein, the allegations set forth in Paragraphs 1 through 18 of the Allegations Common to All Counts.

20. As a result of the accident, Plaintiff Lauren Johnson-Jones sustained serious and permanent injuries and has compensable damages of less than \$75,000.

21. As a direct and proximate result of the injuries set forth above, Plaintiff Lauren Johnson-Jones has endured pain and suffering and has been compelled to submit to treatment by hospitals, physicians, nurses, chiropractors, therapists, and other health care providers and has incurred medical expenses and shall incur further medical expenses in the future because of such injuries.

WHEREFORE, Plaintiff Lauren Johnson-Jones respectfully requests a judgment on Count I against Hertz in an amount in excess of \$25,000 but less than \$75,000, to be determined at trial, for an award of costs and for such other and further relief as the Court deems just and proper.

COUNT II-LAMONT JOHNSON

22. As and for Paragraph 22 of Count II of Plaintiffs' Petition against Defendant Hertz, Plaintiff Lamont Johnson incorporates by reference, as if the same were fully set forth herein, the allegations set forth in Paragraphs 1 through 18 of the Allegations Common to All Counts.

23. As a result of the accident, Plaintiff Lamont Johnson sustained serious and permanent injuries and has compensable damages of less than \$75,000.

24. As a direct and proximate result of the injuries set forth above, Plaintiff Lamont Johnson has endured pain and suffering and has been compelled to submit to treatment by hospitals, nurses, and other health care providers and has incurred medical expenses and shall incur further medical expenses in the future because of such injuries.

WHEREFORE Plaintiff, Lamont Johnson respectfully requests a judgment on Count II against Defendant Hertz in an amount in excess of \$25,000 but less than \$75,000 to be determined at trial, for an award of costs and for such other and further relief as the Court deems just and proper.

COUNT III-MARCELLUS GILLESPIE

25. As and for Paragraph 25 of Count III of Plaintiffs' Petition against Defendant Hertz, Plaintiff Marcellus Gillespie incorporates by reference, as if the same were fully set forth herein, the allegations set forth in Paragraphs 1 through 18 of the Allegations Common to All Counts.

26. As a result of the accident, Plaintiff Marcellus Gillespie sustained serious and permanent injuries and has compensable damages of less than \$75,000.

27. As a direct and proximate result of the injuries set forth above, Plaintiff Marcellus Gillespie has endured pain and suffering and has been compelled to submit to treatment by

hospitals, nurses, and other health care providers and has incurred medical expenses and shall incur further medical expenses in the future because of such injuries.

WHEREFORE Plaintiff, Marcellus Gillespie respectfully requests a judgment on Count III against Defendant Hertz in an amount in excess of \$25,000 but less than \$75,000 to be determined at trial, for an award of costs and for such other and further relief as the Court deems just and proper.

COUNT IV-LADONNA HARPER

28. As and for Paragraph 28 of Count IV of Plaintiffs' Petition against Defendant Hertz, Plaintiff Ladonna Harper incorporates by reference, as if the same were fully set forth herein, the allegations set forth in Paragraphs 1 through 18 of the Allegations Common to All Counts.

29. As a result of the accident, Plaintiff Ladonna Harper sustained serious and permanent injuries and has compensable damages of less than \$75,000.

30. As a direct and proximate result of the injuries set forth above, Plaintiff Ladonna Harper has endured pain and suffering and has been compelled to submit to treatment by hospitals, nurses, and other health care providers and has incurred medical expenses and shall incur further medical expenses in the future because of such injuries.

WHEREFORE Plaintiff, Ladonna Harper respectfully requests a judgment on Count IV against Defendant Hertz in an amount in excess of \$25,000 but less than \$75,000 to be determined at trial, for an award of costs and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

SAUTER SULLIVAN, LLC

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